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REMARKS

No amendments have been made. Claims 1 – 36 are pending in this application.

Reconsideration and further examination is respectfully requested.

Claim Rejections – 35 USC § 102

Claims 1, 3 - 7, 12, 13, 15 – 19, 24, and 26 - 31 were rejected under 35 U.S.C. 102(e) as being anticipated by Chawla et al. (US Patent No. 6,876,668). This rejection is respectfully traversed.

The Applicants' exemplary claim 12 sets forth:

"A device comprising:

a user application requiring communication services from an optical communication network; and

an optical service agent for communicating with the optical communication network and providing optical communication network bandwidth management services for the user application."

The Applicants have thus provided automated optical communication network bandwidth management services for a device, whereas heretofore optical networks were manually provisioned.

The Office Action contends that Chawla teaches an optical service agent for providing bandwidth management services. The Applicants respectfully disagree.

Chawla describes a method for updating bandwidth provisions in an RSVP environment without tearing down current sessions. The Office Action contends that Chawla, at col. 11, lines 36 – 46 suggests the claimed "user application requiring communication services from an optical

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communication network” and that Chawla, at col. 11, lines 20 – 36 and lines 47 – 67 suggests the claimed “optical service agent for providing bandwidth management services for the user application”. The Applicants respectfully disagree.

At col. 11, lines 36 – 46, Chawla describes that the hosts 210 of Chawla are general purpose computer systems of various types for the exchange of data over the network 200. There is no mention here, or anywhere else in Chawla, of any sort of user application requiring communication services from an optical communication network. At col. 11, lines 20 – 36, the network 200 of Chawla is described as including data links 202 which may be of various types, including fiber optic links. Lines 47 – 67 of Chawla describe different types of communication devices such as routers, switches, etc. that can reserve bandwidth for sessions of data communication between hosts. There is no mention here, or anywhere else in Chawla, of an “optical service agent for communicating with the optical communication network and providing optical communication network bandwidth management services for the user application” as the Applicants have claimed.

Since Chawla does not mention any hint of the claimed optical service agent, it appears that the Office Action assumes that the mention in Chawla that a data link 202 may be a fiber optic link justifies the assumption that the hosts or communication devices must include an optical service agent for providing optical communication network bandwidth management services for a user application, as the Applicants have claimed. The Applicants assert that no such assumption can be reasonably made. Chawla describes a method for bandwidth provisioning across the network. Chawla does not describe at all how bandwidth is actually

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provisioned across a given type of link. If a link 202 of Chawla is fiber optic, there is no reason to assume that bandwidth is provisioned over that particular link in any way other than through employment of the prior art method of static overprovisioning. Chawla certainly makes no suggestion that any special steps are taken for providing optical communication network bandwidth management services for a user application, as the Applicants have claimed. The only way this conclusion can be drawn is in hindsight, based on the contents of the Applicants' disclosure. The rejection is therefore improper. Since Chawla fails to teach or suggest the Applicants' claimed "user application requiring communication services from an optical communication network" and "optical service agent for communicating with the optical communication network and providing optical communication network bandwidth management services for the user application", the Applicants respectfully assert that claims 12, 13, and 15 - 19 are in condition for allowance.

The Applicants' independent claim 24 similarly claims "a first network user coupled to the optical communication network, wherein the first network user comprises an optical service agent for obtaining optical communication services from the optical communication network via a user-to-network interface (UNI) communicating with the optical communication network and for providing bandwidth management services for the first network user". The Applicants therefore respectfully assert that claim 24 and its dependent claims 26 - 30 are in condition for allowance for the same reasons as set forth with regard to claim 12.

The Applicants' independent claim 1 sets forth "optical service logic for interacting with the optical communication network via the UNI and with the peer users via the peer-to-peer

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interface for providing said bandwidth management services for the user". The Applicants therefore respectfully assert that claim 1 and its dependent claims 3 - 7 are in condition for allowance for the same reasons as set forth with regard to claim 12.

The Applicants' independent claim 31 sets forth a method for managing bandwidth for a user in an optical communication system comprising at least one of several bandwidth management steps taken by an optical service agent in the user on a connection in the optical communication system. Thus, an agent in the user interacts with the optical communication system to manage bandwidth. Again, Wang fails to teach or suggest such an optical service agent. The Applicant therefore respectfully asserts that claim 31 is in condition for allowance.

Claim Rejections – 35 USC § 103

Claims 2, 14, and 25 were rejected under 35 U.S.C. 103(a) as being unpatentable over Chawla in view of Lo et al. (US Patent Pub. No. 2002/0156914). This rejection is respectfully traversed.

Claims 2, 14, and 25 depend from claims 1, 12, and 24 respectively. Lo, like Wang, fails to teach or suggest the Applicants' claimed optical service agent. Since Wang, Lo, and any combination thereof fail to teach or suggest the Applicants' claimed invention, the Applicants respectfully assert that claims 2, 14, and 25 are in condition for allowance.

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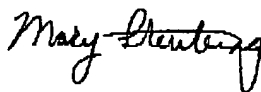
Claims 8 - 11, 20 - 23, and 32 - 36 were rejected under 35 U.S.C. 103(a) as being unpatentable over Chawla in view of Vaid et al. (US Patent No. 6,341,309). This rejection is respectfully traversed.

Claims 8 - 11 are dependent upon claim 1. Claims 20 - 23 are dependent upon claim 12. Claims 32 - 36 are dependent upon claim 31. Vaid fails to address optical networks, and fails to add anything further to Chawla that would solve the deficiencies of Chawla as have been set forth previously with regard to Claims 1, 12, 24, and 31. The Applicants therefore respectfully assert that claims 8 - 11, 20 - 23, and 32 - 36 are in condition for allowance.

Applicants have made a diligent effort to place the claims in condition for allowance. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone the undersigned, Applicants' Attorney at 978-264-6664 so that such issues may be resolved as expeditiously as possible.

For these reasons, and in view of the above amendments, this application is now considered to be in condition for allowance and such action is earnestly solicited.

Respectfully Submitted,



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Date

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